

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 7																																			
1. CONTRACT PURCH ORDER/AGREEMENT NO. F09603-02-G-0001			2. DELIVERY ORDER/CALL NO. BR07		3. DATE OF ORDER/CALL (YYYYMMDD) 2003MAR14		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOA4																																				
6. ISSUED BY TACOM AMSTA-AQ-AB MELISSA PLANT (586)574-7243 WARREN, MICHIGAN 48397-5000 EMAIL: PLANTM@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL			CODE W56HZV		7. ADMINISTERED BY (If other than 6) DCMA BOEING ST. LOUIS P O BOX 516 M/C 3061355 ST. LOUIS MO 63166-0516 C NONE HQ0339			CODE S2606A		8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)																																			
9. CONTRACTOR MCDONNELL DOUGLAS CORPORATION A WHOLLY OWNED SUBSIDIARY OF THE BOING COMPANY P.O. BOX 516, S100-1287 SAINT LOUIS MO 63166-0516 TYPE BUSINESS: Large Business Performing in U.S.			CODE 76301		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE			11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED																																			
NAME AND ADDRESS			12. DISCOUNT TERMS Net 30 Days		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15			14. SHIP TO SEE SCHEDULE																																					
15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381			CODE HQ0339		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2																																								
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width:10%; text-align: center; vertical-align: middle;">16. TYPE OF ORDER</td> <td style="width:10%; text-align: center;">DELIVERY/ CALL</td> <td style="width:5%; text-align: center;"><input checked="" type="checkbox"/></td> <td colspan="9" style="padding: 5px;">THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.</td> </tr> <tr> <td style="text-align: center;">PURCHASE</td> <td></td> <td colspan="9" style="padding: 5px;">Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____.</td> </tr> <tr> <td colspan="11" style="padding: 5px;">furnish the following on terms specified herein.</td> </tr> </table>												16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.									PURCHASE		Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____.									furnish the following on terms specified herein.										
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	furnish the following on terms specified herein.																																												
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;"><input type="checkbox"/></td> <td colspan="11" style="padding: 5px;">If this box is marked, supplier must sign Acceptance and return the following number of copies:</td> </tr> </table>												<input type="checkbox"/>	If this box is marked, supplier must sign Acceptance and return the following number of copies:																																
<input type="checkbox"/>	If this box is marked, supplier must sign Acceptance and return the following number of copies:																																												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE																																													
SEE SCHEDULE																																													
FMS REQUIREMENT																																													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT																																		
		SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Unpriced Orders Against BOA																																											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA LOLA G. GAGE /SIGNED/ GAGEL@TACOM.ARMY.MIL (586)574-7183 BY: _____ CONTRACTING/ORDERING OFFICER				25. TOTAL \$14,614.54																																			
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED																																													
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE																																					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS																																			
f. TELEPHONE NUMBER						g. E-MAIL ADDRESS																																							
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR																																			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								34. CHECK NUMBER																																			
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.																																			

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 0000-00-000-0000 FSCM: 00000 PART NR: 68A810749-1011 SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: FUEL CONTROL PAN PRON: J527H400EH PRON AMD: 01 ACRN: AA AMS CD: BIT001 CUSTOMER ORDER NO: J52BIT01EHS FMS CASE IDENTIFIER: IS-B-BIT <u>Packaging and Marking</u> BEST COMMERCIAL EXPORT PACKAGING. MARKING OF EXTERIOR PACK TO BE IN ACCORDANCE WITH MIL-STD-129N DATED 97 MAY 15. IN ADDITION TO THE MARKING REQUIREMENTS OF MIL-STD-129N THE OUTER PACKAGE SHALL BE MARKED WITH THE 14 DIGIT MILSTRIP AND THE PART NUMBER. BAR CODING NOT REQUIRED. (End of narrative D001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL_CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG_CD</u> <u>MARK FOR</u> <u>TP_CD</u> 001 BISB4N30144101 DA2BIT L DISB00 3 <u>PROJ_CD</u> <u>BRK_BLK_PT</u> DIS002 <u>DEL_REL_CD</u> <u>QUANTITY</u> <u>DEL_DATE</u> 001 2 01-SEP-2004 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (DIS002) GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE CO G AND B PACKING COMPANY 8 HOOK ROAD BAYONNE NJ 07002-5082 MARK FOR: GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE LAZAD METOSIM	2	EA	\$ 7,307.27000	\$ 14,614.54

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN F09603-02-G-0001/BR07 MOD/AMD	Page 3 of 7
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Name of Offeror or Contractor: MCDONNELL DOUGLAS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>ISRAEL</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> F09603-02-G-0001/BR07</p> <p>EARLY SHIPMENT IS ACCEPTABLE AT NO ADDITIONAL COST TO THE GOVERNMENT.</p> <p>PLEASE VERIFY "MARK FOR" ADDRESS WITH DCMC.</p> <p>ITEMS MUST BE INSPECTED BY A U.S. GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE PRIOR TO SHIPMENT. INSPECTION, ACCEPTANCE AND DD250 PROVISIONS ARE INCLUDED IN THIS ORDER.</p> <p>THE BEST SOURCE FOR HELP IN GOVERNMENT CONTRACTS IS YOUR AREA'S SMALL BUSINESS OFFICE AND/OR YOUR AREA DCMC. IF YOU STILL NEED ASSISTANCE CONTACT TACOM BUYER IN BLK 6.</p> <p>PLEASE MAIL ADDITIONAL COPY OF DD250 TO:</p> <p>US ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND ACQUISITION CENTER ATTN: AMSTA-AQ-ABS#319/SNAP WARREN, MI 48397-5001</p> <p>PLEASE FAX ADDITIONAL COPY OF DD250 TO:</p> <p>FAX MACHINE: (810)574-8047</p> <p>CONTRACTOR MUST CONTACT DCMC PRIOR TO SHIPMENT TO VERIFY SHIP TO ADDRESS.</p> <p>DCMC STANDS FOR DEFENSE CONTRACT MANAGEMENT CENTER.</p> <p>YOU MAY OBTAIN THE TELEPHONE NUMBER BY CONTACTING <u>INFORMATION</u> FOR THE COGNIZANT ADMINISTRATION OFFICE IN BLOCK 7 OF YOUR CONTRACT. YOU SHOULD THEN REQUEST THE PHONE NUMBER FOR THE ADMINISTRATIVE CONTRACTING OFFICER (ACO) ASSIGNED TO YOUR COMPANY. THE ACO WILL ALSO PROVIDE YOU THE NUMBER FOR YOUR TRANSPORTATION OFFICE AND THE GOVERNMENT QUALITY ASSURANCE (QAR) REPRESENTATIVE WHO WILL BE RESPONSIBLE FOR INSPECTING YOUR ORDER.</p> <p>(End of narrative F001)</p>				

CONTRACT ADMINISTRATION DATA

					JOB			
LINE	PRON/	OBLG			ORDER	ACCOUNTING		OBLIGATED
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>NUMBER</u>	<u>STATION</u>		<u>AMOUNT</u>
0001AA	J527H400EH	AA	2	9711 X8242ISO1X6D1000BIT 001252GISS20113	2LTJMA	W56HZV	\$	14,614.54
BIT001								
					TOTAL		\$	14,614.54
SERVICE					ACCOUNTING		OBLIGATED	
<u>NAME</u>	<u>TOTAL BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>		<u>STATION</u>			<u>AMOUNT</u>
Army	AA		9711 X8242ISO1X6D1000BIT 001252GISS20113		W56HZV	\$		14,614.54
					TOTAL		\$	14,614.54

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CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
2	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
3	52.247-29	F.O.B. ORIGIN	JUN/1988
4	52.246-4005 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	FEB/1995
(a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified herein. Inspection: ORIGIN Acceptance: ORIGIN			
(b) Origin inspection shall take place at the site specified below:			
McDonnell Douglas Corporation St. Louis, MO 63166			
[End of Clause]			
5	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, <u>Material Inspection and Receiving Report</u> , of the Defense FAR Supplement.			
(End of clause)			
6	52.225-4000	VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES	APR/2000
	(TACOM)		
At least 10 days prior to the first shipment of supplies under this order, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this order.			
[End of Clause]			
7	52.246-4026	LOCAL ADDRESS FOR DD FORM 250	MAR/2002
	(TACOM)		
(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:			
(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:			
DD250@tacom.army.mil			
(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:			
(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.			
In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.			
(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.			
(c) The DD250 form may be found, in three different formats, on the World Wide Web at http://webl.whs.osd.mil/icdhome/DD-0999.htm			
[End of Clause]			

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INSPECTION OF SUPPLIES - SIMPLIFIED NONSTANDARD ACQUISITION PROGRAM (SNAP)

Under this order, the Contractor orders, receives, inspects, and packs items by part number, i.e. Manufacturer's Part Number, Military Part Number/Technical Data Package, or Military Specification. In either case, the Contractor's inspection shall be limited to verification that the part number received is the part number ordered. The Contractor shall keep a record of all information regarding orders, (i.e. but not limited to, award of order, date of order/quantity and with whom placed, date of receipt of order/quantity and from whom, date of inspection and count of the item by contractor, and the date of shipment and how shipped. This record shall be held for one year after this order is terminated.

Notwithstanding the above, the Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this order.

The Government Representative shall determine the type and extent of Government inspection at the time of submission for acceptance, taking into account the criticality of the item presented and the inspection performed by the contractor. All items are to be new unless otherwise specified in the order. At a minimum, inspection of supplies offered for acceptance under this agreement shall consist of an examination by the Government to determine that the items:

- (i) conform with the purchase description as to type and kind;
- (ii) are present in the correct quantity;
- (iii) are not damaged;
- (iv) are operable, if operability is readily determinable; and
- (v) are correctly marked and packaged.

The Government Quality Assurance Representative (QAR) shall sign the contractor's prepared Material Inspection and Receiving Report (DD250).

INTERCHANGEABLE/REPLACEMENT ITEMS FOR PART NUMBERS (EXCLUDING COMMUNICATION AND AVIATION PARTS AND SUPPLIES)

Unless approved by the Contracting Officer in advance of award, Original Equipment Manufacture (OEM) must be provided. Substitution, interchangeable, and NON-OEM replacement parts are acceptable provided the item is the same in form, shape, fit, and function as the OEM product, it meets the physical characteristics of the original item, (i.e. volts, watts, ect), and the Contracting Officer has approved it in advance of award. The contractor's will identify on their quotes and on the Material Inspection and Receiving Report (DD250) the requested part number and the part number that is being provided. The contractor will be responsible for all items shipped that do not meet the performance characteristics of the requested item and replace the item at no cost to the Government or to the SA customer.

AVIATION PARTS

Aviation parts must be traceable to the OEM and must be FAA certified or conformance to a military specification demonstrated. Aviation items cannot be shipped under a Certificate of Conformance.

WARRANTY

1. When applicable, any warranty received from the Original Equipment Manufacturer (OEM) will be passed on to the user (country). The contractor shall include the warranty documents with the item required. A copy of the warranty shall also be furnished to the Contracting Officer and maintained in the purchase order file. See Block 5A of this order for address of the Contracting Office.

2. When requested, the contractor shall facilitate the Government & SA customer to insure that any warranty provisions are satisfied.

EXPORT LICENSE AND CUSTOMS CLEARANCE GUIDANCE FOR FMS CUSTOMERS

50302 U.S. DOD SPONSORED SHIPMENTS OF FMS MATERIAL

A. U.S./DOD Exemption from Export Licensing. Under certain conditions, no license is required for the export of defense articles or defense services made by an agency of the USG. When DOD sponsored FMS material is shipped through the DTS or GBLs or other transportation documents, or by DOD-owned, controlled, or arranged transportation, with the destination country, the DOD is exempt from the requirement for an Export License and the completion of the Shipper's Export Declaration. Under no circumstances will these exemptions be extended to shipments made by a foreign government.

B. Annotation of Transportation Documents. When DOD retains custody of the shipment and transportation responsibility until arrival of the shipment at the overseas port of discharge of the destination country, under the conditions defined above, and when movement is offered under Delivery Term Code 6 , 7 , and 9 all GBLs and other transportation documents issued to cover movement of such shipments will be annotated (APPLICABLE MILITARY DEPARTMENT)

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN F09603-02-G-0001/BR07 MOD/AMD</p>	<p align="right">Page 7 of 7</p>
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Name of Offeror or Contractor: MCDONNELL DOUGLAS CORPORATION

SPONSORED FOREIGN MILITARY SALES SHIPMENT-- NO EXPORT DECLARATION OR LICENSE REQUIRED 22 cfr 126-4(A) APPLICABLE . The signature of the issuing officer of the GBL/Document will serve as a certification of this statement. NOTE: Under no circumstances will this annotation be made on GBL(s) or other transportation documents for FMS shipments made through or by a forwarding agent or by any representative of a foreign country.

C. Reporting of FMS Export Shipments. All U.S./DOD sponsored shipments of FMS export material moving overseas within the DTS or under U.S./DOD auspices and control, identified by Delivery Term Codes 6 , 7 , and 9 will be reported monthly by MTMC to the Foreign Trade Report to satisfy the export date requirements of the U.S. Department of Commerce.

50303 SHIPMENTS OF UNCLASSIFIED FMS PURCHASED MATERIAL THROUGH COUNTRY REPRESENTATIVE OR FREIGHT FORWARDERS.

A. Policy. The Department of State has established policy and procedures in the ITAR, Section 126.6, relative to the permanent export of unclassified defense articles purchased on a government to government basis under the FMS program. This section of the ITAR provides for Form DSP-94 (Table 503-1) to be used instead of an export license for shipments through commercial channels of unclassified defense articles sold under the FMS program.

B. Country/freight Forwarder Requirements. To make use of DSP-94, freight, forwarders must be registered with the Office of Munitions Control (OMC), file a letter with OMC from the foreign embassy or government appointing them as forwarding agents for that government's shipments, and file a statement with the OMC assuming full responsibility for compliance with the ITAR.

C. Procedures are in Section 126.6 of the ITAR.

50304 FMS CUSTOMER RESPONSIBILITY.

A. General. Upon execution of an LOA, the foreign country authorized representative must file necessary documentation with the Department of State to permit legal export of FMS material from the U.S. by the country freight forwarder.

B. Export Customs Clearance. It is the foreign country's responsibility to obtain export customs clearance for all FMS material exported from the U.S. except when it is moved under USG auspices.

EVALUATION CRITERIA FOR SIMPLIFIED NONSTANDARD ITEM ACQUISITION REQUISITIONS (SNAP)

- (a) Unless otherwise specified, award will be made to that offeror who has submitted the lowest price quotation.
- (b) In making awards against urgent-requisitions, the Government reserves the right to select as the best value that quotation containing the best delivery terms, provided that (i) such terms are significantly superior to those contained in other quotations, and (ii) any price premium that may be charged for the superior delivery is considered to be reasonable. In any event that delivery terms will be considered as part of the evaluation, the contractor will be notified per the request for quotations.

Maintenance of Shipping Documentation

All contractors participating in the Simplified Nonstandard Acquisition Program (SNAP) must maintain shipping documentation for two years from the date of shipment. All documentation should include the 14 digit document number and be clear and easy to read. The required documentation would include items such as Material Inspection and Receiving Report (DD250), Government Bill of Lading (GBL) and private company shipping records.

H-516 "Use of Government Owned Facilities on a Rent Free Basis".